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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**
**CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.2154 of 2000

National Standard Duncun Ltd. ...Petitioner

V/s.

Shri R.G.Katkar & Anr. ...Respondents

Mr.V.M.Parkar, Advocate for the Applicant
Mr.S.I.Kazi for the Respondent

**CORAM : B.H.MARLAPALLE,J.**
**DATED : 19th December, 2007**

**P.C.**

. During the pendency of this petition, the parties have negotiated and arrived at an amicable settlement, the terms of which are reduced in writing and placed on record as consent terms. The said Consent Terms dated 19-12-2007 have been signed by the respective parties as well as the Learned Advocates and are marked as 'X' for identification purpose.

2. As per the agreement the Respondent No.1 employee has given up his claim for reinstatement with the Petitioner Company i.e. M/s. National Standard Duncan (India) Limited and in lieu of the same, the Petitioner Company has agreed to pay a lumpsum compensation in the sum of Rs. 5,33,605/- towards the full and final

settlement of the claim of Respondent No.1. The amount of backwages deposited with the Registry of this Court has already been withdrawn by the Respondent No.1 by furnishing security for the said amount and this amount withdrawn is over and above the amount of lumpsum compensation agreed to be paid by the Petitioner Company to the Respondent workman as noted hereinabove. The Consent Terms are undoubtedly binding on both the parties.

3. Hence the Petition is disposed off in terms of the settlement between the parties and the Respondent No.1 workman is at liberty to apply for withdrawal of the security furnished by him with the Registry of this Court.

**[B.H.MARLAPALLE,J.]**